

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

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IN RE:

**Petition of Celco Partnership d/b/a Verizon Wireless)
for Arbitration under the Telecommunications Act)
)**

Docket No. 03-00585

**RESPONSE OF AT&T WIRELESS PCS, LLC D/B/A AT&T WIRELESS TO THE
SUPPLEMENTAL DISCOVERY REQUESTS FOR ADMISSION SUBMITTED
TO CMRS PROVIDERS BY THE RURAL INDEPENDENT COALITION**

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July 7, 2004

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GENERAL OBJECTIONS

AT&T Wireless PCS, LLC d/b/a AT&T Wireless' (AWS) incorporates by reference, as if fully set forth herein, the objections contained in AWS' "Response To The Interrogatories, Requests For Production Of Documents Submitted By The Rural Independent Coalition".

In addition AWS objects to the Supplemental Discovery Requests for Admissions (Requests) on the grounds that they purport to impose obligations beyond those prescribed by the Tennessee Regulatory Authority's (TRA) Rules of Practice and Procedure. Specifically the instructions to the Requests ask the respondent to provide an explanation of the facts upon which any denial is based and to identify the individual responsible for the denial. Nothing in the TRA Rules of Practice and Procedure obligates respondents to discovery to provide such information.

Discovery is ongoing, and AWS reserves the right to supplement its response to each request for admission if additional information is discovered or developed.

Without waiving any of the above objections, AWS responds as follows:

REQUESTS FOR ADMISSION

Request No. 1

Admit that each member of the Coalition provides the Petitioner with indirect interconnection permits the Petitioner to terminate traffic to the Coalition member on an indirect basis and in a manner consistent with all established statutory and regulatory requirements.

RESPONSE: AWS objects to this Request on the grounds that it requests that AWS admit the accuracy of statements regarding the Coalition members' conduct, which information is not within AWS' knowledge or control. AWS further objects to this Request on the grounds that the term "provides the Petition with indirect interconnection permits" is vague and ambiguous. AWS further objects to this Request on the grounds that it calls for a legal conclusion

Subject to and without waiving any of its objections, AWS responds as follows: AWS admits that it originates traffic that it sends indirectly to the Coalition members. Although AWS does not have personal knowledge as to what the Coalition members do with AWS' traffic when they receive it, AWS has no information to suggest that the Coalition members are not terminating that traffic. In all other respects the Request is denied.

Request No. 2

Admit that, in the context of this proceeding, the FCC's reciprocal compensation rules (47 CFR Sec. 51.701 *et seq.*) apply only upon a request from the Petitioner to a Coalition member to establish an interconnection point between the two carriers (i.e., the Petitioner and the Coalition member) in order for the Petitioner to obtain transport of its traffic to the Coalition Member's end office switch that directly serves the called party.

RESPONSE: AWS objects to this Request on the grounds that it is vague, ambiguous and written in a confusing manner. AWS further objects to this Request on the grounds that it

calls for a legal conclusion. Subject to and without waiving any of its objections, AWS responds as follows: Assuming that the Request asks AWS to admit that the FCC's reciprocal compensation rules apply only in the case of direct interconnection, Denied.

Request No. 3

Please consider the following factual scenario: an intraMTA call (i.e., a call originated and terminated within the same MTA) is originated by a landline customer, carried by an interexchange service provider (i.e., not by the landline customer's LEC) and terminated on the Petitioner's CMRS network. Admit 1) that under this factual scenario, the Petitioner's agreements with BellSouth do not require BellSouth to pay Petitioner reciprocal compensation; and 2) that the Petitioner proposes in this proceeding to require the Coalition members to provide reciprocal compensation under this factual scenario.

RESPONSE: AWS objects to this Request on the grounds that it is vague, ambiguous and written in a confusing manner. It is unclear from the Request whose landline customer is originating the call in the scenarios given – BellSouth's or the Coalition members'. Subject to and without waiving any of its objections, AWS responds as follows: As to subpart (1) assuming that the landline customer originating the call is an ICO and that BellSouth is not the interexchange service provider, Admitted. Assuming that the landline customer originating the call is a BellSouth customer and that BellSouth is not the interexchange service provider, Admitted. As to subpart (2), Admitted.

Request 4:

Admit that the Petitioner previously established indirect interconnection to terminate traffic on the network of each Coalition member pursuant to a bilateral agreement executed with BellSouth.

RESPONSE: AWS objects to this Request on the grounds that the term “established indirect interconnection” is vague and ambiguous. AWS further objects to this Request on the grounds that it incorrectly assumes that the interconnection agreements with BellSouth specifically identified the non-party telecommunications carriers to which BellSouth would terminate traffic indirectly. Subject to and without waiving any of its objections, AWS responds as follows: AWS admits that prior agreements between BellSouth and AWS’ predecessors interest in Tennessee included provisions pursuant to which BellSouth would deliver AWS-originated traffic to the network of non-party telecommunications carriers. In all other respects the Request is denied.

Request 5:

Admit that, pursuant to prior effective 2-party agreements with BellSouth, Petitioner compensated BellSouth for the termination of traffic on the networks of Coalition members, and understood that BellSouth provided compensation for the termination of this traffic to Coalition members.

RESPONSE: AWS objects to this Request on the grounds that it incorrectly assumes that BellSouth specifically identified the carriers to which BellSouth delivered traffic indirectly and provided compensation and that any compensation was for the “termination” of traffic. Subject to and without waiving any of its objections, AWS responds as follows: AWS admits that pursuant to prior agreements between AWS’ predecessors in interest and BellSouth, AWS paid certain “Non-Local Intermediary Charges” which were billed by BellSouth. Pursuant to the interconnection agreement, these “Non-Local Intermediary Charges” may have included charges that BellSouth was obligated to pay to non-party telecommunications carriers. Because BellSouth did not provide AWS with information detailing which non-party telecommunications

carriers to which it was terminating traffic or paying or what was included in the "Non-Local Intermediary Charges", AWS lacks sufficient information necessary to respond to the remainder of the Request and on that basis denies it.

Request 6:

Admit that Petitioner's obligation to compensate BellSouth for the termination of traffic on the networks of Coalition members was modified by the execution of a 2-party agreement with BellSouth which established terms and conditions that the Petitioner refers to as a "meet-point billing" arrangement or agreement.

RESPONSE: AWS objects to this Request on the grounds that it incorrectly assumes that the interconnection agreements with BellSouth included a compensation obligation for traffic that was directed to specific Coalition members and was specifically for termination. Subject to and without waiving any of its objections, AWS responds as follows: AWS admits that its obligation to pay Bell South for certain "Non-Local Intermediary Charges" which may have included charges that BellSouth was obligated to pay to non-party telecommunications carriers was modified by the referenced agreement.

Request 7:

Admit that with respect to the "meet-point billing" arrangement or agreement in Request 6, above, the Petitioner claims that this "meet-point billing" arrangement or agreement is consistent with established industry guidelines.

RESPONSE: AWS objects to the Request on the grounds that the term "consistent with established industry guidelines" is vague and ambiguous and extremely broad. Subject to and without waiving any of its objections, AWS responds as follows: Without a more specific identification of what is meant by the term "consistent with established industry guidelines" and

of the “established industry guidelines”. AWS does not have sufficient information to admit or deny this Request.

Request 8:

Admit that the Petitioner established the “meet-point billing” arrangement or agreement in Request 6, above, in the absence of any agreement or negotiation with any Coalition member.

RESPONSE: AWS objects to this Request on the grounds that the term “established the ‘meet point billing arrangements’” is vague and ambiguous. Subject to and without waiving any of its objections, AWS responds as follows: AWS admits that the Coalition members did not participate in the negotiations with BellSouth leading up to the establishment of the interconnection agreement between AWS and BellSouth that contains the so-called “meet point billing” provisions; nor were the Coalition members parties to that agreement. AWS denies that it implemented meet point billing arrangements in Tennessee prior to the commencement of negotiations with the Coalition members.

Request 9:

Admit that Petitioner is not aware of any statutory or regulatory standard or requirement that would subject any Coalition member to responsibility for the transport of any traffic beyond the network border of each respective Coalition member.

RESPONSE: AWS objects to this Request on the grounds that it calls for a legal conclusion. Subject to and without waiving any of its objections, AWS responds as follows: Denied.

Request 10:

Admit that Petitioner is not aware of any statutory or regulatory standard or requirement that would direct how a LEC chooses to transmit a call to the network of a CMRS provider.

RESPONSE: AWS objects to this Request on the grounds that it calls for a legal conclusion. Subject to and without waiving any of its objections, AWS responds as follows:
Denied.

Request 11:

Admit that Petitioner is not aware of any statutory or regulatory standard or requirement that would direct how a LEC charges a customer for a call to the network of a CMRS provider.

RESPONSE: AWS objects to this Request on the grounds that it calls for a legal conclusion. Subject to and without waiving any of its objections, AWS responds as follows:
Denied.

Request 12:

Admit that, with respect to a call between the end user of a landline carrier and an end user of a CMRS provider, the NPA-NXX of the CMRS customer cannot be used to determine whether the call originates and terminates within the local calling scope of the landline carrier or within the same MTA.

RESPONSE: Subject to and without waiving any of its objections, AWS responds as follows: Denied.

OATH

STATE OF WASHINGTON)
COUNTY OF KING)

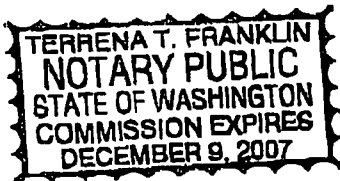
I being first duly sworn according to law, make oath that the preceding responses to the Requests for Admissions submitted by the Rural Independent Coalition are true, accurate and correct to the best of my knowledge, information and belief.

On Behalf of: AT&T Wireless PCS, LLC d/b/a
AT&T Wireless

By: *Jill R. Mounsey*
Jill R. Mounsey

Its: Director - Industry Relations

Sworn to and subscribed before me this 2nd day of July, 2004.



Terrena T. Franklin
Notary Public /

My Commission Expires: 12/9/07

1530943.1

CERTIFICATE OF MAILING

I hereby certify that on the July 6, 2004, a true and correct copy of the **RESPONSE OF AT&T WIRELESS PCS, LLC D/B/A AT&T WIRELESS TO THE SUPPLEMENTAL DISCOVERY REQUESTS FOR ADMISSION SUBMITTED TO CMRS PROVIDERS BY THE RURAL INDEPENDENT COALITION** to be served by Electronic Distribution and via U.S. Mail to the service list below:

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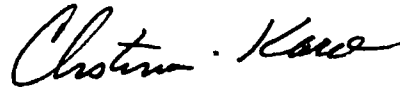
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